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Attorneys for Creditor U.S. TELEPACIFIC CORP.
dba TPx COMMUNICATIONS

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE

PG&E CORPORATION,

Debtor.

Case Nos. 19-30088-DM
19-30089-DM

Chapter 11

IN RE:

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtor.

DECLARATION OF JEFFREY NEAL IN
SUPPORT OF OBJECTION OF U.S.
TELEPACIFIC CORP. dba TPX
COMMUNICATIONS TO DEBTOR'S MOTION
TO PROVIDE ADQUATE ASSURANCE TO
UTILITY PROVIDERS (DKT. NO. 32); DEMAND
FOR ADEQUATE PROTECTION

Date: February 27, 2019

Time: 9:30 a.m.

Place: Courtroom 17, 16th Flr.
450 Goldengate Avenue
San Francisco, CA
Hon. Dennis Montali

I, Jeffrey Neal, declare:

1. I am, and at all times relevant have been, the Senior Manager, Customer Financial Services, of U.S. TelePacific Corp. dba TPx Communications (hereinafter "U.S. TelePacific"), and I am personally familiar with the following facts:

2. U.S. TelePacific provides telecommunications and internet services to PG&E Corporation and Pacific Gas and Electric Company under one billing account TPX-146669.

3. I have reviewed PG&E's statements submitted to PG&E for services for several months. Average monthly charges are approximately \$53,000.00, the highest charge being \$57,000.00. Shortly prior to bankruptcy, PG&E's check for December 31, 2018, charges were dishonored in the amount of \$51,711.00. Total now owed is the sum of \$108,749.87. Statement date of 01/31/19 showing balance due in the sum of \$108,749.87 is attached hereto as **Exhibit "C"**.

4. Our billing cycle is thirty (30) days and, pursuant to the Master Service Agreement (“Agreement”), attached hereto as **Exhibit “A”**, as modified by the Addendum attached hereto as **Exhibit “B”**, bills are due and payable not later than sixty (60) days.

5. Because of the time required for billing and payment, it is my opinion that an adequate protection payment equal to two months, or in the amount of \$114,000.00 is a reasonable deposit. If paid to U.S. TelePacific Corp. it will be held in an interest-bearing account and applied to an unpaid invoice outstanding more than sixty (60) days. Given the sixty (60) day terms of our statements to PG&E, by the time default occurs there will be another sixty (60) days' of charges, for a total of four (4) months, or \$228,000.00 at a monthly billing of \$57,000.00, being the amount of our highest charge.

I declare under penalty of perjury according to the laws of the United States of America that the foregoing is true and correct. Executed this 20th day of February, 2019, at Las Vegas, Nevada.

/s/ Jeffrey Neal
JEFFREY NEAL

EXHIBIT A

Master Service Agreement

This Master Service Agreement (referred to as "Agreement" or "MSA") is made by and between U.S. TelePacific Corp. and/or its affiliated companies, ("TelePacific", also referred to as "our, us, we"), having its principal place of business at 515 S. Flower Street, 47th Floor, Los Angeles, CA 90071-2201 and the Customer described below ("Customer" also referred to as "you, I"), pursuant to the TelePacific Terms and Conditions which are included in summary.

Section 1 Customer Information

Company Legal Name (Individual if Sole Proprietorship) Pacific Gas and Electric Company

Doing Business As (DBA) PG&E

Legal Composition: ☒ Corporation ☐ Sole Proprietorship ☐ General Partnership ☐ LLP ☐ LLC State Organized: CA

Officer/Owner Name & Title

Officer/Owner Name & Title

Main Service Address: 77 Beale Street

City: San Francisco

State: CA

ZIP Code: 94105

Billing Address (if different):

City:

State:

ZIP Code:

Customer's E-mail Address:

Section 2 Terms and Conditions

1. General

These Terms and Conditions are part of the Telecommunications Account Agreement (referred to as "Agreement") between Customer (referred to as "you" and "your") and U.S. TelePacific Corp. and/or its affiliated companies (collectively referred to as "we", "us" and "our"). Services are offered to you by us either under Tariffs (documents which list services, prices and other terms and conditions) filed with the Federal Communications Commission (FCC) and state regulatory agencies having jurisdiction over the Services ("Tariffed Services"), or on a non-Tariffed basis. Tariffs are available online at www.telepacific.com. The rates, terms and conditions of Tariffed Services may change, subject to the approval of the applicable regulatory agency. If the Tariffs for any Services are cancelled as a result of regulatory action during the term of this Agreement, we will publish a Price List and related terms and conditions on our website (www.telepacific.com) which will become part of this Agreement.

2. Term, Billing, and Payment

(a) Effective Date. This Agreement is effective when it has been signed by both parties. Upon execution, we will begin as soon as practicable and in accordance with mutually agreed upon implementation schedule and approval by you, the installation, connection and testing of the lines and/or equipment necessary to provide the Services. If you have renewed Services ("Service Renewal") for a new term, ("Renewal Term"), the Effective Date of the Renewal Term is the date of the first invoice after the Service Renewal is entered into our billing system.

(b) Term. The initial term of this Agreement ("Initial Term") will begin the date we provide notice to you that the Services are available for your use which will occur after all services have been installed, tested, and approved in writing. This Agreement will continue in effect for the entire Term chosen on the Service Agreement and for any subsequent Renewal Term. The chosen term will automatically renew for successive Renewal Terms of one (1) year each thereafter for up to two additional renewal term periods, unless terminated as provided in Section 4 of this Agreement. However, you may renew Services for a Renewal Term prior to the completion of the Initial Term. You may order additional services at the existing service location, subject to our acceptance, under this Agreement. Services for additional Service Locations may also be ordered, subject to our acceptance, under this Agreement. The initial term for additional Services ordered for additional Service Locations will begin the date we provide notice to you that the services are available for your use, which will occur after all services have been installed, tested and approved in writing and will continue in effect for the entire Term specified on the Service Agreement for the additional Services and shall automatically renew for successive periods of one (1) year each after the end of the Initial Term of the additional Services (each successive period being a Renewal Term for those additional Services), unless terminated as provided in Section 4 of this Agreement. The Terms and Conditions of this Agreement shall extend automatically, following termination, to cover the remaining

Term of any additional Services provided. See Section 4 of this Agreement for additional terms and conditions applicable to terminations and Renewal Terms, including the rates during Renewal Terms.

(c) Billing. We will begin invoicing you for the Services after giving you notice that the Services are available for your use and you have accepted in writing and will continue invoicing you on a monthly basis until the Agreement is terminated. We will bill monthly recurring charges in advance and usage charges after the usage occurs. You are responsible for all sales, gross receipts, use, excise, and other federal, state and local taxes, charges and assessments based on your use of the Services, which will be separately listed on each invoice along with any fees or surcharges applicable to the Services.

(d) Payment. Invoices are due and payable net sixty (60) days from receipt of the bill. You reserve the right to discount payment(s) to us by two percent (2%) of the invoice total amount for payment(s) made to us within fifteen (15) days of the Pay By Date printed on the invoice. If you have a bona fide dispute with any of the amounts on the invoice ("Disputed Amount"), you shall pay all amounts not in dispute by the Pay By Date and provide us with a written request for a billing adjustment, together with all supporting documentation, within 180 days after the Pay By Date. If we agree to adjust all or a portion of the Disputed Amount, you will not be obligated to pay a late payment charge on the adjusted amount. If you fail to pay all non-Disputed charges on our invoice by the Pay By Date, we may impose a late payment charge of one percent (1%) per month or the maximum rate allowed by law, whichever is less, on the unpaid balance until the amount is paid.

3. Your Obligations

(a) Our Property. Any equipment installed at your premises by us or shipped to you by TelePacific or our authorized third party vendor remains our personal property, and nothing contained in this Agreement shall give or convey to you any right, title or interest in such equipment. You agree not to interfere with or damage the equipment and you agree to reimburse us for any loss or damage that is caused by your intentional or negligent acts or by the intentional or negligent acts of your agents, employees, authorized users or representatives. You will allow us to promptly remove the equipment from your premises or you will promptly return the equipment to us upon termination of the Services for which the equipment was used.

(b) Building Access. You shall obtain all necessary approvals, applicable permits and/or use fees to be attained, if any, for full access by us prior to installation of Service and while Service is provided.

(c) Responsibility for Message Content. You are solely responsible for all content that you make available on or through our Services. You guarantee that all such content will not infringe on, or contain any content that infringes on, or otherwise violates any copyright, patent or any other right held by a third party and that all such content will not violate any applicable law, rule, regulation or industry standard.

(d) Use of Services. You will not use the Services for any illegal, unlawful, abusive or fraudulent purpose and will use the Services in such a manner as to prevent damage to our network. Your proper use of the Services includes conforming to all Acceptable Use Policies ("AUP") that are available on request and are displayed at our web site at www.telepacific.com. The AUP may be amended from time to time.

(e) Third-Party Obligations. You are responsible to pay any third-party vendor charges and to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s).

(f) Network Security. You acknowledge that it is your responsibility to take whatever actions you deem necessary to make your computer and voice network and circuits adequately secure from unauthorized access. You further acknowledge that we only provide telecommunications services and certain equipment to you and that we are not responsible for the security of your network and circuits from third parties, or for any damages that may result from any unauthorized access to your network. We urge you to seek independent advice with respect to products, equipment (including configurations), and services available to make your computer network and circuits more secure from third parties. YOU FURTHER ACKNOWLEDGE THAT NONE OF OUR EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS HAS MADE, AND THEY DO NOT HAVE THE AUTHORITY TO MAKE, ANY REPRESENTATIONS CONCERNING THE SECURITY OF YOUR NETWORK OR THE SERVICES WE PROVIDE THAT ARE INCONSISTENT WITH THE STATEMENTS CONTAINED IN THIS SECTION 3(e).

4. Automatic Renewals; Terminations; Rights and Remedies

(a) This Agreement and any orders for Services submitted under it shall remain in effect until terminated as stated in this Section 4. After the Initial Term, this Agreement will automatically renew for successive periods of one year each and may renew for up to two renewal terms, at our rates then in effect for your Services unless either party notifies the other in writing within the last sixty (60) days of the then-current Term of the intent not to allow this Agreement to renew for a successive Term. However, even after termination of this Agreement for Services ordered for the original location(s) covered by this Agreement, the Terms and Conditions of this Agreement will automatically extend to cover any remaining Terms or Service Agreements for any additional Services to additional Service Locations which have not expired. The Term of any such additional Service Agreements shall be subject to the same automatic renewal and termination notice provisions as are contained in this Agreement. If either party gives the other party the required notice of a decision not to allow the Agreement or the Term of any additional Services to additional Service Locations to renew at the expiration of a Term, actual termination of Services will not occur until the later of the end of the then current Term or thirty (30) days after receipt of that notification. If you elect to terminate the Agreement or any orders for Services before the installation of the Services, you must do so in writing, and you shall pay to TelePacific as a termination charge an amount equal to: (1) the incurred non-recurring charges applicable to the Services, even if initially waived, unless those charges have already been paid,

(b) Either party may terminate this Agreement upon 60 days written notice if the other party materially breaches the terms and conditions of this Agreement and the other party fails to cure the default within the 30-day period, including, but not limited to, your failure to pay our invoices for the Services by the Pay By Date. If you terminate this Agreement after our material breach, then you will be responsible only for charges for the period before the date of termination. If you terminate this Agreement or any Services provided to you for any reason other than our material breach, you shall provide us with written notice 30 days in advance, and the effective date of the termination will be the end of that 30 day notice period for purposes of determining the remaining time over which the termination charge will be calculated. If you do not give us that notice, then the effective date of termination shall be the date we terminate this Agreement. For partial months, remaining monthly recurring charges will be determined on a prorated basis.

(c) The prevailing party in a litigated dispute shall be entitled to recover its reasonable attorneys' fees and court costs.

5. Warranty Disclaimer, Limitation of Liability and Indemnity

(a) WARRANTY DISCLAIMER. WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER THIS AGREEMENT (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY INCLUDING WITHOUT LIMITATION TORT, CONTRACT, WARRANTY, STATUTE, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(b) Credit Allowances for Interruption of Service. If an interruption or failure of Service is caused solely by us and not by you or any third party or other causes beyond our reasonable control, you may be entitled to a credit allowance not to exceed an amount equivalent to the proportionate charge to you for the affected Service for the time period during which the interruption occurred. The steps you must take to apply for credits are available on our website at www.telepacific.com. We shall not be liable for any act or omission of any other entity furnishing you with facilities or equipment used with the Services, nor shall we be liable for any damages or losses due in whole or in part to your fault or negligence or due in whole or in part to the failure of equipment or facilities that you provide.

(c) LIMITATION OF LIABILITY. NOTWITHSTANDING THE PROVISIONS OF SUB-SECTION (a) OF THIS SECTION 5, NEITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL EXCEED THE LESSER OF (1) PROVEN DIRECT DAMAGES, (2) THE AMOUNTS YOU PAID TO US FOR THE SERVICES DURING THE PERIOD IN WHICH ANY SERVICE-RELATED PROBLEMS WERE EXPERIENCED (OR (3) THE CREDITS AVAILABLE TO YOU UNDER OUR TARIFFED LIMITATION OF LIABILITY. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

6. Miscellaneous Provisions

(a) **Assignment and Succession.** You may not assign or transfer this Agreement without our prior written consent, which shall not be unreasonably withheld. Any unauthorized assignment or transfer shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successor and authorized assigns.

(b) **Governing Law.** This Agreement shall be deemed to have been made in the State of California, and shall be construed pursuant to the laws of the State of California without regard to the conflicts of law provisions thereof.

(c) **Force Majeure.** We shall not be liable for any failure of performance of the Services due to causes beyond our control, including, but not limited to, fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorists, riots, strikes, lockouts, work stoppages, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over us or the Services provided hereunder.

(d) **Dispute Resolution.**

(i) **EXECUTIVE NEGOTIATIONS:** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between a vice president of PG&E or his or her designated representative and an executive of similar authority of TelePacific Corp. Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Within 20 days after delivery of such notice, the executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute.

(ii) **MEDIATION:** If the matter has not been resolved within 30 days of the first meeting of the executives, either Party may at any time thereafter request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with experience mediating complex commercial disputes. If the matter has not been resolved within 60 days after the request for mediation, then either Party may initiate litigation.

(iii) Except as otherwise expressly provided in this Agreement, each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

(iv) **CONFIDENTIALITY OF DISPUTE RESOLUTION PROCESS:** All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

(v) **PRELIMINARY INJUNCTION:** Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

(e) **Entire Agreement and Modifications.** This Agreement and all other documents specifically referred to in this Agreement constitute the entire and final agreement and understanding between you and us with respect to the subject matter of this Agreement and supersede all prior agreements relating to such subject matter, which are of no further force or effect. Any and all exhibits referred to in this Agreement are integral parts of this Agreement and are made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by both your and our duly authorized representatives.

(f) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court or administrative agency with jurisdiction over the Services, such provision shall be deemed amended to the minimum extent necessary to render it enforceable.

(g) **Headings.** The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any of the terms.

(h) **Waiver.** Under no circumstances shall our failure to enforce any provision of this Agreement in any particular instance be construed as a waiver of that provision.

(i) **Notices.** (1) All notices from you to us must be in writing and delivered by either email to our designated representative or by certified mail, return receipt requested or by Federal Express or other similar expedited delivery service to: U.S. TelePacific Corp., Attn. General Counsel, 515 S. Flower Street, 47th Floor, Los Angeles, CA 90071-2201. If you are notifying us that you do not wish to renew Services, your written notice may also be by a letter delivered in that manner or by an email to: retention@telepacific.com.

(2) All notices from us to you must be in writing and delivered by either email to your designated representative, as bill insert with your monthly invoice, by certified mail, return receipt requested or by Federal Express or other similar expedited delivery service to your address listed on the Agreement.

7. Service Guarantee

Notwithstanding anything to the contrary contained in this Agreement, you may terminate this Agreement without any further obligation if the Services we provide are not substantially performing up to industry standards during the first 90 days the Services are available for your use. If you elect to terminate the Agreement pursuant to this guarantee, we will reimburse you for all reasonable costs you incurred to reestablish service with your previous service provider not to exceed the amount that you paid to us for installation of the Services. This Service Guarantee only applies if: (a) the cause of the Service deficiency was within our reasonable control; (b) you ordered at least the amount of Services that we recommended to meet your traffic volumes; (c) you give us written notice of the deficiency within the first 90 days after we notified you the Services are available for your use, and (d) we fail to correct the Service deficiency within 15 days after receiving written notice from you of the deficiency.

Section 3 Acceptance

BY PLACING YOUR INITIALS IN THE SPACE PROVIDED, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE FULL TERMS AND CONDITIONS SET FORTH ABOVE ON THE DATE ENTERED BY YOU BELOW.

Initial

BY PLACING YOUR INITIALS IN THE SPACE PROVIDED, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE GENERAL SERVICE LEVEL AGREEMENT (SLA) SET FORTH AT www.insidetelepacific.com (click on SERVICE LEVEL AGREEMENTS at the bottom of the page) ON THE DATE ENTERED BY YOU BELOW

Initial

BY PLACING YOUR INITIALS IN THE SPACE PROVIDED, YOU CONSENT TO RECEIVING ELECTRONIC COMMUNICATIONS FROM TELEPACIFIC VIA THE EMAIL ADDRESS PROVIDED IN SECTION 1

Initial

By signing below, the person signing on behalf of Customer personally represents and warrants to TelePacific that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. TelePacific agrees to provide, and the Customer agrees to receive and pay for, those services at locations set forth on the Service Agreements (attached), including any services on subsequent Service Agreements and subsequent changes as long as those changes meet TelePacific's minimum requirements. This Agreement shall become a binding contract upon execution by Customer and acceptance by TelePacific.

X

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

X

Agreed by: Sales Manager Signature

Date

EXHIBIT B

ADDENDUM TO MASTER SERVICE AGREEMENT

This Addendum to Master Service Agreement ("Addendum") is made as of the 4th day of March 2015, by and between **U.S. TelePacific Corp.**, a California corporation, d/b/a TelePacific Communications, 515 S. Flower Street, 47th Floor, Los Angeles, CA 90071-2201 ("TelePacific") and **Pacific Gas and Electric Company**, a California corporation, headquartered at 245 Market Street, N5D, San Francisco, CA 94105 ("Customer").

This Addendum amends and modifies that certain Master Service Agreement between TelePacific and Customer signed by Customer on the ____ day of _____, 20__, ("Agreement") for Services at various locations as follows:

1. Based on the volume of Services renewed and additional Services purchased by Customer and the competitive conditions in the marketplace for telecommunications services, TelePacific hereby agrees to provide (a) TDM Services to Customer for twelve (12) Service Locations and (b) Internet Services to two (2) call center Service Locations for a three (3) year Term subject to the Terms and Conditions as modified by this Addendum as set forth below. The twelve (12) TDM Service Locations and two (2) call center Service Locations with related Services and pricing are listed in Exhibit B attached hereto and incorporated herein by this reference.
2. Said Exhibit B is in lieu of fourteen (14) separate Service Agreements and by signing this Addendum, Customer is agreeing, as if signing fourteen (14) separate Service Agreements, to purchase the Services listed in Exhibit B for the Term under the Terms and Conditions of the Agreement.
3. As of completion of the Initial Term which shall be the third (3rd) anniversary of the date that Services are available for Customer's use at the final installed Service Location, if Customer's total Monthly Recurring Charges ("MRCs") paid at all Service Locations during the Initial Term ("Total MRCs Paid") are less than sixty-five percent (65%) of the total MRCs for Services at all Service Locations for which Customer contracted at the commencement of this Agreement for the Initial Term ("Total Term Commitment"), Customer shall pay the shortfall between the Total Term Commitment and the Total MRCs Paid.
4. TelePacific shall provide Customer with two (2) Flex Checks in the amount of \$1,000.00 each for a total of a \$2,000.00 credit which shall be credited to Customer's account by applying a monthly credit of \$500.00 on each Customer invoice over a period of four (4) consecutive months.
5. Customer may purchase Services listed in Exhibit B at additional locations at the same Monthly Recurring Charges.
6. TelePacific shall provide Customer with 3Mbps of data bandwidth and up to 48 SmartVoice SIP call paths ("Trial Service") at no cost to Customer for a period of ninety (90) days, which shall begin when the Trial Service is installed and ready for use by

Customer. Customer shall either transition to 2000 SIP Call Path ("Permanent Service") at the end of the ninety (90) day period or provide TelePacific with specific limitations of interoperability for industry standard SIP trunking between TelePacific's SmartVoice SIP service and Customer's phone system. Should Customer require Trial Service beyond ninety (90) days, TelePacific shall invoice and Customer shall pay a monthly recurring charge of \$775.00 for said service.

7. All of the other provisions of the Agreement shall remain in full force and effect.

U.S. TelePacific Corp.,
a California corporation

By: _____

Name: _____

Title: _____

Pacific Gas and Electric Company,
a California corporation

By:  _____

Name: Christopher Hymel

Title: Portfolio Manager

EXHIBIT C



Address Service Requested

Remittance Section

Account Number 146669
Invoice Number 113003047-0
Statement Date 01/31/19
Amount Due \$108,749.87
Pay By 02/19/19
Amount Paid \$

Please make checks payable to TPx Communications

PAY ONLINE AT www.OneCentralPortal.TPx.com
OR SEND PAYMENT TO THE ADDRESS BELOW

TPx Communications
P.O. Box 509013
San Diego, CA 92150-9013

Call (877) 487-8722 for a change of address.

PG&E CORPORATION
C/O TANGOE
PO BOX 2457
SECAUCUS NJ 07096-2457

0000146669 0113003047 00010874987 5

Please detach and return above portion with your payment



PG&E CORPORATION
C/O TANGOE
PO BOX 2457
SECAUCUS NJ 07096-2457

Service Invoice

Account Number 146669
Invoice Number 113003047-0
Statement Date 01/31/19
Amount Due \$108,749.87
Pay By 02/19/19

Previous Bill Amount	Payments	Adjustments	Balance Forward	Current Charges	Total Due By 02/19/19
\$42,153.52	\$9,557.58	\$0.00	\$51,711.10	\$57,038.77	\$108,749.87

Total Charges are due by 02/19/19 after which a 1.5% per month late payment may apply.

How to contact us



TPx Service
515 South Flower Street, 45th Floor
Los Angeles, CA 90071
www.tpx.com



Call us Toll Free
Customer Service and Billing: (877) 487-8722
Repair: (877) 487-8349 (24 Hours)
Sales: (877) 487-8722 (M-F 8am-6pm)

Important Messages

Thank you for choosing TPx Communications

Invoice Name Changes

TPx Communications is changing many service description names on your invoices. Review the customer notice and change list at <https://www.tpx.com/legal/notices/>

Moving?

Coordinating a customer move may take up to 30-days. Call us today at 877-487-8722, option 4 to schedule your move.

Official Messages**Telemarketing**

Business customers who engage in telemarketing must comply with the FCC's Telemarketing Sales Rules and the National Do Not Call regulations. Under these rules, telemarketers may not block the Caller ID display of their name/number and are required to search the Do Not Call registry at least once every 31 days and drop from their call lists the phone numbers of consumers who have registered. Register your organization at <https://telemarketing.donotcall.gov>.

Explanation of Deniable/Non-Deniable Charges

The total amount of your invoice may include both basic telephone service charges and non-basic charges. Failure to pay basic charges may result in disconnection of your telephone service for nonpayment. Non-basic charges are those charges which are indicated by an asterisk (*) on your invoice. Failure to pay non-basic charges appearing on your invoice will not result in disconnection of your telephone service but may result in collection action. You are responsible for payment of all charges on your invoice.

California Complaint Resolution

If you believe there is an error on your bill or have a question about your service, please call **TPx Communications** customer support at **(877) 487-8722**.

If you are not satisfied with **TPx Communications'** response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting: <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online.

Telephone: 1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)
Mail: California Public Utilities Commission, Consumer Affairs Branch,
505 Van Ness Avenue, Room 2003, San Francisco, CA 94102

If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family and business contact. If you prefer having your calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

<u>Type of Call</u>	<u>Language</u>	<u>Toll-Free 800 Number</u>
TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to-Speech	English & Spanish	1-800-854-7784

To avoid having service turned off while you wait for an outcome of a complaint to the CPUC **specifically regarding the accuracy of your bill**, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

Nevada Complaint Resolution

This bill is now due and payable; it becomes subject to a late payment charge if not paid by the "Pay By" date shown on your bill.

If you believe you have been billed incorrectly, please contact TPx. The Company will investigate the matter and report the results of its investigation to you. You may request a written report.

Service Provided By

Your service is provided under your contract with U.S. TelePacific Corp., dba, TPx Communications and/or its affiliated companies.

Invoice Summary

Previous Bill Amount (From Invoice 111909310-0) **\$42,153.52**

Payments

Date	Type	Amount
01/25/19	Reversal - Payment	\$9,557.58
01/28/19	Payment	(\$51,711.10)
01/31/19	Dishonored Check	\$51,711.10
	Reversal	

Total Payments \$9,557.58

Adjustments

Date	Type	Amount
------	------	--------

Total Adjustments \$0.00

Balance Forward \$51,711.10

Current Charges

Non-Recurring Charges

Date	Type	Amount
01/30/19	Insufficient Funds Fee	\$25.00

Total Non-Recurring Charges \$25.00

Monthly Recurring Charges

Service	From	To	Qty	Amount
OneNet	02/01/19	02/28/19	1	\$2,407.87
Access - 500 Mbps			1	
Best Effort CoSP			1	
EPL-Ethernet Private Line			1	
Equipment - No Router			1	
INOC - Basic			1	
Port - 500 Mbps			1	
SmartVoice PRI Voice Only	02/01/19	02/28/19	3	\$66.30
OORC Number (SV) -			10	
2-Way				
OORC Number (SV) - Block			2	
of 100 - 2-Way				
SmartVoice SIP Internet	02/01/19	02/28/19	9	\$19,629.68
Access - 200 Mbps			2	
DID Numbers, Block of 20			9	
INOC - Basic			2	
IP Address, Block of 4			2	
Internet			2	
Long Distance Access			2000	
Charge				
OORC Number (SV) - Block			3	
of 100 - 2-Way				
Port - 200 Mbps			2	
SmartVoice Call Path			2000	
Tier 5 Router Non-Standard			1	
Request				
SmartVoice SIP OneNet	02/01/19	02/28/19	2	\$3.63
Internet				
OORC Number (SV) -			11	
2-Way				
SmartVoice SIP Voice Only	02/01/19	02/28/19	73	\$3,184.93
Access - 01.5 Mbps			2	
Caller ID			2	
Caller ID Name			2	
DID Numbers, Block of 100			20	
DID Numbers, Block of 20			7	
Enterprise Trunking			2	
Equipment - Tier B: 3 Year			2	
Long Distance Access			40	
Charge				

OORC Number (SV) -			67	
2-Way				
OORC Number (SV) - Block			16	
of 100 - 2-Way				
Port - 01.5 Mbps			2	
SmartVoice Call Path			40	
SmartVoice Portal			1	
SmartVoice Traffic Study			1	
Reports				
OneCentral Portal	02/01/19	02/28/19	1	\$0.00
Toll Free Number Charge	02/01/19	02/28/19	2	\$0.00
Trunk Group Call Forwarding	02/01/19	02/28/19	2	\$0.00
to PSTN				
WorldPac Regions	02/01/19	02/28/19	1	\$0.00
Total Recurring Charges				\$25,292.41

Usage Charges

Domestic

Description	Calls	Minutes	Amount
Zones 1&2	145,888	394,821.9	\$25,363.51
Rating Discount			(\$25,363.51)
Zone 3	23,208	60,669.5	\$3,931.56
Rating Discount			(\$3,931.56)
Intra-LATA	129,623	336,156.4	\$20,398.33
Rating Discount			(\$20,398.33)
Intra-State/Inter-LATA	638,311	1,756,796.6	\$18,699.34
Inter-State/Inter-LATA	38,695	244,264.3	\$2,378.00
Alaska	131	445.9	\$49.62
Canada	316	1,675.9	\$152.32
Rating Discount			(\$84.62)
Hawaii	708	2,576.5	\$257.65
US Virgin Islands	17	21.6	\$3.76
Puerto Rico	29	80.2	\$11.34
Total	976,926	2,797,508.8	\$21,467.41

International

Description	Calls	Minutes	Amount
Australia	1	0.5	\$0.08
United Kingdom	1	51.6	\$4.65
Total	2	52.1	\$4.73

Toll Free Inbound

Description	Calls	Minutes	Amount
Inter-State/Inter-LATA	2	1.0	\$0.06
Total	2	1.0	\$0.06

Directory Assistance

Description	Calls	Amount
Long Distance Dir Asst	6	\$7.50
Total	6	\$7.50

Total Usage Charges \$21,479.70

Other Charges

Description	From	To	Qty	Amount
End User Common Line	02/01/19	02/28/19	2040	\$0.00
Charge (EUCL)				
End User Connection Charge	02/01/19	02/28/19	2040	\$4,834.80
(EUCC)				
Carrier Cost Recovery Fee			1	\$585.69
Federal Universal Service				\$554.58
Fund Fee				\$1,829.55
State Universal Service Fund				
Fee				
Total Other Charges				\$7,804.60

Invoice Summary

Government Fees and Taxes

Type	Amount
911 Tax	\$249.50
California Advanced Service Fund	\$211.72
California High Cost Fund A Surcharge	\$129.92
California Teleconnect Fund Surcharge	\$295.52
Federal Excise Tax	\$678.94
P.U.C. Tax (Fees)	\$125.97
Relay Service Communications Device Fund (DEAF)	\$106.23
Surcharge	
Sales Tax	\$38.80
Utility Users Tax	\$600.46

Total Government Fees and Taxes \$2,437.06

Late Payment Charge \$0.00

Total Current Charges \$57,038.77

Total Due \$108,749.87